

OCT 25 1998

Contract Information Management

Ameritech ValueLink Extra-Select Agreement

This is an Agreement between Holy Family School Church ("Customer") and Illinois Bell Telephone Co., d/b/a Ameritech Illinois ("Ameritech"). ValueLink Extra-Select (hereinafter the "Service") is offered pursuant to the tariffs filed with the appropriate state public service commission.

1.0 **Term:** This Agreement commences on the 15th of the month after the Service is activated by Ameritech at all eligible customer locations and continues for the term specified on Attachment A hereto, incorporated by reference herein.

2.0 **Service Description:** Ameritech ValueLink Extra-Select is a packaged volume discount plan for customer's business locations which are in Ameritech Illinois Access Area A, B, and those districts in Access Area C which are designated in the ValueLink Extra-Select tariff. It provides discounts based upon a Minimum Annual Revenue Commitment (MARC) customer's volume of use of Ameritech products and services. Ameritech ValueLink Extra-Select product and service components are: local access, local usage, IntraLATA toll usage and intraLATA 800/888 usage. To be eligible for Ameritech ValueLink Extra-Select, ALL components must be Ameritech-provided/Ameritech brand services. In addition, Ameritech ValueLink Extra-Select subscribers must designate all account numbers covered by the Ameritech ValueLink Extra-Select Plan on the Attachment hereto. Account numbers not identified on the Attachment, will not be eligible for the discounts under the Plan and/or will not contribute to the minimum commitment hereunder, whichever is applicable.

3.0 **Total Volume Discount:** ValueLink Extra-Select discounts apply to Ameritech intrastate intraLATA services: direct-dialed, station-to-station local; direct-dialed, station-to-station toll; toll-free 800/888; Ameritech calling card local and toll usage; basic business lines; and business trunks. ValueLink Extra-Select discounts are based upon the customer's selected MARC as specified by customer in Attachment A of this Agreement. Customer's discount shall not exceed \$350, \$1500, \$2000 and \$2500 for the \$700, \$3000, \$6000 and \$12000 MARCs, respectively.

4.0 **Minimum Annual Revenue Commitment (MARC):** All of the Ameritech billed rates and charges for the services listed in Section 3.0 and all of the Ameritech billed rates and charges for Centrex Access lines and features, plus Centrex SPO, contribute to the satisfaction of the MARC. In the event customer's actual applicable usage and service charges fall below the MARC, customer will be billed annually the difference between actual usage and the commitment level. The MARC remains the same for the initial term of this Agreement.

5.0 **Message Toll and Intra MSA 800 Service:** The per minute rate is specified on Attachment A and applies to all plan locations outbound, directly dialed station-to-station Message Toll Service (MTS) calls, MTS calls billed to an Ameritech calling card and IntraLATA 800/888 calls. ValueLink Extra-Select Message Toll and IntraLATA 800/888 charges are billed per minute, with initial increments of eighteen (18) and additional increments of six (6) seconds of fraction thereof. Upon expiration of this Agreement, rates will convert to measured transport service rates.

OFFICIAL FILE

I.C.C. DOCKET NO. 00-0024
Am Cross Exhibit No. 1

Witness CAPRANO

Date 7/11/00 Reporter 04/07/98 R.G.

6.0 Eligibility: Customer is the customer of record on each of the services and is the billed party for each of the services covered under the contract. Tariff recurring and non-recurring charges apply to all services contributing to the volume discount under this Agreement unless specified otherwise herein. Customer may include, under this Agreement, up to 150 account telephone numbers. Local, state and federal additional charges, including, but not limited to, taxes and End User Common Line Charge shall not contribute to customer's revenue volumes and are not eligible for a volume discount. The maximum number of ValueLink Extra-Select contracts by one legal entity is one. ValueLink Extra-Select is available for customer's business locations which are in Ameritech Illinois Access Area A, B, and those districts in Access Area C which are designated in the ValueLink Extra-Select tariff.

7.0 90 Day Guarantee: Within 90 days of subscribing to Ameritech ValueLink Extra Select, 3 year commitment option, customers may cancel this service without incurring the termination liability charges, specified in Section 3 of this tariff. This guarantee does not apply to customers who terminate or convert from another Ameritech toll, access and/or usage term commitment product for the purpose of subscribing to Ameritech ValueLink Extra Select.

8.0 Early Termination: Customer's right to the rates under this Agreement are based on customer's commitment to ValueLink Extra-Select for the term of this Agreement. In the event customer terminates this Agreement prior to its expiration, customer shall be liable for termination charges, except as provided in Sections 7.0 and 9.0 of this Agreement. The customer will be billed in a lump sum equal to the unsatisfied MARC for each year or portion thereof remaining on the contract. Termination charges will be billed to customer on the monthly Ameritech statement or customer's Ameritech final statement.

9.0 Conversion: Early termination liability charges will not apply if during the term of this Agreement, customer converts to another Ameritech access/usage plan under a contract term equal to or greater than the time remaining under this Agreement and under which customer's revenue commitment is equal to or greater than the commitment under this Agreement.

10.0 Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all prior or written representations and agreements between the parties. This Agreement may not be added to, modified, superseded or otherwise modified unless in writing and signed by all parties.

11.0 Assignment: Customer shall not assign this Agreement without prior written consent of Ameritech, such consent will not be unreasonably withheld or delayed.

12.0 Liability: The liability of Ameritech, if any, for damages to customer or to any third party whether in negligence, tort, contract or otherwise, for any mistake, omissions, interruptions, defects, delays, errors, injuries, non-performance failures of the service covered under this Agreement is limited to an amount equal to a prorata adjustment of applicable recurring charges for the service affected or any portion thereof.

ATTACHMENT A

Customer will receive a volume discount based upon the Customer-selected MARC (Minimum Annual Revenue Commitment) as indicated by Customer's check mark in the box associated with MARC. One MARC box only may be marked. If more than one box is marked, this Agreement is not valid.

MARC	Term Length/Total Volume Discount	Intrastate/IntraLATA 800/833 Toll Rates per Minute
<input type="checkbox"/> \$700	3 years at 7% total volume discount	\$.14
<input type="checkbox"/> \$3,000	3 years at 8% total volume discount	\$.13
<input checked="" type="checkbox"/> \$6,000	3 years at 9% total volume discount	\$.12
<input type="checkbox"/> \$12,000	3 years at 10% total volume discount	\$.11

Your signature acknowledges that you understand and accept the terms and conditions for the Ameritech ValueLink Extra-Select service and that you are authorized to make the commitments under this Agreement.

CUSTOMER

AMERITECH

Marilyn Downer
Authorized Customer Signature

[Signature]
Ameritech Representative Signature

MARILYN DOWNER - BOOKKEEPER
Print Name & Title

Rob Corio
Print/Type Name

Shirley Snell
Contract Information Manager

9-15-98
Date

9-15-98
Date

10/05/98

Holy Family Rectory / Holy Family Church / Holy Family School
Company Name

4401 Hightrest Rd / 4407 Hightrest Rd / 4406 Broadway Rd
Company Address

Rockford IL 61107
Company City/State/Zip

815-398-4280 5779
Master Account Telephone Number *
(including customer code)

* Additional Account Telephone Numbers shall be
referenced in Attachment B.

Contracts must be returned by salesperson to:

SBS Contract Administration Group
N17W24300 Riverwood Drive
Waukesha, WI 53187 OR
EBS Contract Information Management
225 W. Randolph, Floor 25C
Chicago, IL 60606

Sales Channel Information:

Sales Channel/Distributor: Telegraph Inc
Sales Person: Rob Corio / Craig Miller
Voice # 398-5375 Fax # (248) 614-6310
Sales Code: 444-6615 Promo Code: 2267 WB%

ValueLink Extra-Select Additional ATN List

Complete the following information for the Master Account and for each Account Telephone Number (ATN). The ATN appears in the top, right corner of the customer's bill. The Customer Code is the 3-digit number following the 10-digit ATN. Please duplicate this form if more pages are required.

[illegible]

By placing an X in the "Maintain eVL+" column above, the customer chooses to maintain enhanced ValueLink Plus on the ATN(s) designated. Please note that the enhanced ValueLink Plus toll/800 usage will not contribute to the ValueLink Extra-Select MARC or be eligible for discount.

D# 10-23-98

DEC 01 1998

19981029-0020

RIDER to the Value link extra Select Contact Information Manager Agreement between Ameritech Information Systems, Inc. ("Ameritech") and Holy Family (Customer).

CHOOSE ONE: A _____ B X

A) UNIVERSAL SERVICE FUNDING [contract not effective until funding approved]

Notwithstanding any other provision of this Agreement, Customer and Ameritech agree that this Agreement shall not take effect and the obligations of Customer and Ameritech under this Agreement shall not commence until Customer has received written notification from the Schools and Libraries Corporation ("SLC") that the expenses incurred by Customer for work to be performed or services to be provided under this Agreement are eligible for a discount under the Order(s) issued by the Federal Communications Commission ("FCC") in CC Docket No. 96-45 entitled In the Matter of Federal-State Board on Universal Service, and the regulations and amendments thereto adopted by the FCC with respect to such Order(s). The Customer shall notify Ameritech in writing (by certified mail, return receipt requested) of Customer's receipt of such eligibility notification from the SLC within five (5) business days following Customer's receipt of such notification. This Agreement shall become effective, and the obligations of the parties shall commence on the date that Ameritech receives such written notice from Customer. Once the Agreement becomes effective, should Customer exceed the scope of the work to be performed or the level of services to be provided under this Agreement which are deemed eligible for Universal Service Funding, or if Customer fails to qualify for or obtain support for the remaining term of this Agreement, Customer agrees to pay the rates and charges contracted herein to Ameritech.

B) NO FUNDING REQUIRED [contract effective immediately; not dependent on funding]

Customer and Ameritech agree that this Agreement shall commence on the Effective Date as set forth in the Agreement (or, in the event none is set forth, then it shall commence immediately). The Effective Date and/or the obligations of Customer and Ameritech under this Agreement are not in any way dependent or contingent upon the application for, or receipt of any funding or discounts from any federal program. The Customer shall notify Ameritech in writing (by certified mail, return receipt requested) of Customer's receipt of such eligibility notification from the SLC within five (5) business days following Customer's receipt of such notification. The Customer will then be entitled to receive any discounts for which it is approved.

CUSTOMER: Holy Family
By: Marilyn Dawson
Title: Bookkeeper
Date: 10-9-98

AMERITECH
By: Robert M. Cannon
Title: Account Executive
Date: 11-9-98